

GRANT OF EASEMENT

COBR-19E-CR

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$325.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

MARTHA SMITH STRANG, H. WILSON SMITH, JR., AMY SMITH GRIFFIN, and HAROLD WILSON SMITH, Executor and Trustee with power of sale under the will of Martha Haynie Smith of record in Will Book 64, page 123

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA, a permanent easement for the following purposes, namely:

The perpetual right to enter at any time and from time to time the north portion of the land of Harold Wilson Smith as Trustee and Executor and trim, top, cut, clear, and remove, destroy, or otherwise dispose of as necessary any trees which in falling, would come within 5 feet of any transmission line structure or conductor on the Cordova-Holly Springs, Tap to Collierville, Tap to Olive Branch Transmission Line, the said land lying south of and adjacent to the south line of the land of Gordon Dement, the land affected by the clearing rights beginning at a corner in the land of Henry V. Rollins, Jr., et ux. located 37.5 feet south of and opposite survey station 431 + 14.1 on the centerline of the transmission line location and extending in a westerly direction to a corner in the land of W. H. Allen et al. located 37.5 feet south of and opposite survey station 440 + 21.2 on the centerline of the transmission line location.

The land affected by the easement rights herein granted is located in the SW1/4 Sec. 29, T.1S., R.5W., DeSoto County, Mississippi.

TO HAVE AND TO HOLD the said easement to the UNITED STATES OF AMERICA and its assigns forever.

We covenant with the UNITED STATES OF AMERICA that we are lawfully seized and possessed of the land above referred to and that the same is free of all encumbrances, that we have a good and lawful right to convey the easement rights above described, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage incidental to the exercise of any of the rights above described resulting from the granting of this easement; EXCEPT that the UNITED STATES OF AMERICA shall remain liable for any damage to growing crops and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees, in the exercise of said easement rights.

Wherever the context hereof requires, the plural number as used herein shall be read as singular.

Prepared by J. Wayne Allen, Attorney, TVA, Chattanooga, TN 37402-2801

IN WITNESS WHEREOF, we have hereunto subscribed our names this 30th day
of June, 1989.

Amy Smith Griffin
AMY SMITH GRIFFIN

STATE OF ALABAMA)
) SS
COUNTY OF TUSCALOOSA)

Before me personally appeared AMY SMITH GRIFFIN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 30th day of June, 1989.

Barbara Strickland
Notary Public

My commission expires:

Dec. 15, 1992

The name and address of the owner of the aforescribed easement is:

Easement Owner:	United States of America	[Tax Exempt -
	Tennessee Valley Authority	Miss. Code
	7W 6A Edney Building	\$27-36-301]
	Chattanooga, Tennessee 37402-2801	
	Telephone: 615-751-2020	

The name and address of the legal owner is:

OWNER: Mr. Harold Wilson Smith, Executor
and Trustee
1030 Sherman Street SE.
Decatur, Alabama 35601

(See D.B. 90, page 557)

TVA 1501-2 (LA-12-83) (op*W)
JWO:DDS (6-6-89)
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